

1 BILL NO. S-90-05- 42

2 SPECIAL ORDINANCE NO. S-132-90

3 AN ORDINANCE approving CONTRACT 90-03  
4 COLISEUM BLVD. WATER MAIN between ALL  
5 STAR CONSTRUCTION & EXCAVATING, INC. and  
the City of Fort Wayne, Indiana, in  
connection with the Board of Public  
Works and Safety.

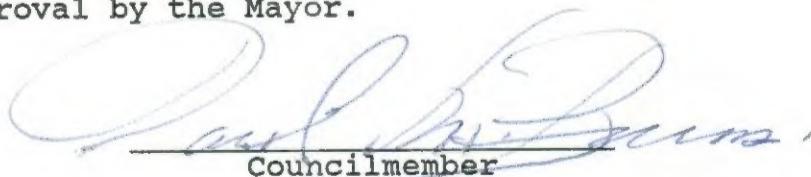
6 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF  
7 THE CITY OF FORT WAYNE, INDIANA:

8 SECTION 1. That the CONTRACT 90-03 COLISEUM BLVD.  
9 WATER MAIN by and between ALL STAR CONSTRUCTION &  
10 EXCAVATING, INC. and the City of Fort Wayne, Indiana, in  
11 connection with the Board of Public Works and Safety, for:

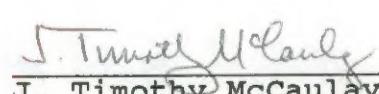
12 275+/- CL50 ductile iron water main on  
13 Coliseum Blvd. from the NE corner of  
Coliseum Blvd. & State Blvd. easterly to  
the NE corner of Coliseum Blvd. & State  
Blvd.; Also 375+/- LF of 6" Ductile  
Iron Water Main on Coliseum Blvd. from  
West side of Glenhurst N. Trier Rd.;

16 the Contract price is Fifty-Nine Thousand Two Hundred  
17 Thirty-Eight and 50/100 Dollars (\$59,238.50), all as more  
18 particularly set forth in said Contract, which is on file in  
19 the Office of the Board of Public Works and Safety and, is  
20 by reference incorporated herein, made a part hereof, and is  
21 hereby in all things ratified, confirmed and approved. Two  
22 (2) copies of said Contract are on file with the Office of  
23 the City Clerk and made available for public inspection,  
24 according to law.

25 SECTION 2. That this Ordinance shall be in full force  
26 and effect from and after its passage and any and all  
27 necessary approval by the Mayor.

28   
29 Councilmember  
30

31 APPROVED AS TO FORM  
32 AND LEGALITY

33   
34 J. Timothy McCaulay, City Attorney

COLLEGE BOULEVARD DIVISION 1 & DIVISION 11  
WATER MAIN CROSSING REPLACEMENTS  
CONTRACT NUMBER 96-03

BASE BID TABULATION  
DIVISION 1 (STATE BOULEVARD)

ITEM #	DESCRIPTION	QUANT.	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	1 1/2" CLSD DUCTILE IRON WATER PIPE	1	275 + LF!!	\$23.00 : \$4,325.00 !!	\$46.00 : \$12,450.00 !!	\$115.30 : \$15,559.50 !!	\$146.58 : \$16,656.70 !!	\$70.00 : \$19,250.00 !!
2	2 1/4" X 1/4" STEEL CASING (ASBED)	1	115 + LF!!	\$175.00 : \$20,125.00 !!	\$175.00 : \$115,559.50 !!	\$149.00 : \$149,400.00 !!	\$229.50 : \$143,964.50 !!	\$115.00 : \$16,675.00 !!
3	3 1/2" X 45 DEGREE MJ TEE	1	EA!!	\$275.00 : \$1,650.00 !!	\$225.00 : \$1,225.00 !!	\$255.00 : \$229.00 !!	\$249.00 : \$229.50 !!	\$224.00 : \$1,944.00 !!
4	4 1/2" X 22 1/2 DEGREE MJ ELL	1	EA!!	\$225.00 : \$1,650.00 !!	\$225.00 : \$1,225.00 !!	\$229.00 : \$229.50 !!	\$209.50 : \$209.50 !!	\$216.00 : \$1,676.00 !!
5	5 1/2" X 11 1/4 DEGREE ELL	1	EA!!	\$200.00 : \$1,650.00 !!	\$200.00 : \$1,225.00 !!	\$209.00 : \$229.00 !!	\$249.00 : \$229.50 !!	\$216.00 : \$1,676.00 !!
6	6 1/2" MJ GATE VALVE W/BOX	1	EA!!	\$90.00 : \$810.00 !!	\$90.00 : \$810.00 !!	\$756.00 : \$756.00 !!	\$880.00 : \$880.00 !!	\$822.00 : \$822.00 !!
7	7 PERM. BLOW-OFF ASSEM. W/12" MJ PLUG	1	EA!!	\$650.00 : \$585.00 !!	\$650.00 : \$585.00 !!	\$478.00 : \$478.00 !!	\$475.00 : \$475.00 !!	\$567.00 : \$567.00 !!
8	8 1/2" X 12" MJ TEE	1	EA!!	\$550.00 : \$500.00 !!	\$550.00 : \$500.00 !!	\$356.00 : \$356.00 !!	\$356.00 : \$356.00 !!	\$344.00 : \$344.00 !!
9	9 1/2" Y B" MJ TEE	1	EA!!	\$350.00 : \$300.00 !!	\$350.00 : \$300.00 !!	\$201.00 : \$201.00 !!	\$385.00 : \$385.00 !!	\$388.00 : \$388.00 !!
10	10 1/2" X B" REDUCER	1	EA!!	\$200.00 : \$180.00 !!	\$200.00 : \$180.00 !!	\$146.00 : \$146.00 !!	\$152.30 : \$152.30 !!	\$114.00 : \$114.00 !!
11	11 1/2" MJ CAP	1	EA!!	\$100.00 : \$90.00 !!	\$100.00 : \$90.00 !!	\$70.00 : \$70.00 !!	\$40.00 : \$40.00 !!	\$73.00 : \$73.00 !!
12	12' B/H HEAD RCP CLUTT PIPE	1	PER + LF!!	\$250.00 : \$250.00 !!	\$0.00 : \$0.00 !!	\$699.00 : \$699.00 !!	\$174.00 : \$174.00 !!	\$699.00 : \$699.00 !!
13	13 1/2" - 24" TCP CLUTT PIPE	1	PER + LF!!	\$125.00 : \$125.00 !!	\$0.00 : \$0.00 !!	\$550.00 : \$550.00 !!	\$550.00 : \$550.00 !!	\$50.00 : \$50.00 !!
14	14 CONCRETE CURB	1	10 + LF!!	\$15.00 : \$150.00 !!	\$15.00 : \$150.00 !!	\$12.00 : \$12.00 !!	\$120.00 : \$120.00 !!	\$20.00 : \$20.00 !!
15	15 CONCRETE PAVEMENT	1	30 + SY!!	\$24.00 : \$720.00 !!	\$24.00 : \$720.00 !!	\$24.50 : \$725.00 !!	\$35.00 : \$350.00 !!	\$32.00 : \$32.00 !!
16	16 1/4" SIDEWALK	1	400 + SF!!	\$1.00 : \$400.00 !!	\$1.00 : \$400.00 !!	\$1.95 : \$1.95 !!	\$780.00 : \$780.00 !!	\$2.50 : \$2.50 !!
17	17 1/8" CIRFACE WALK	1	100 + SF!!	\$5.00 : \$500.00 !!	\$5.00 : \$500.00 !!	\$2.50 : \$2.50 !!	\$253.00 : \$253.00 !!	\$6.00 : \$6.00 !!
18	18 ASPHALT RESTORATION	1	60 + SY!!	\$20.00 : \$1,200.00 !!	\$20.00 : \$1,200.00 !!	\$14.00 : \$14.00 !!	\$890.00 : \$890.00 !!	\$520.00 : \$520.00 !!
19	19 GRASS RESTORATION	1	465 + SY!!	\$1.00 : \$465.00 !!	\$1.00 : \$465.00 !!	\$10.50 : \$10.50 !!	\$222.50 : \$222.50 !!	\$1.25 : \$1.25 !!
20	20 THRUHOLD BLOCKING	1	2 + EA!!	\$750.00 : \$1,500.00 !!	\$750.00 : \$1,500.00 !!	\$1,460.00 : \$1,460.00 !!	\$350.00 : \$350.00 !!	\$760.00 : \$760.00 !!
	TOTAL BASE BID DIVISION 1			\$37,640.00 !!		\$36,726.00 !!	\$40,751.25 !!	\$47,919.00 !!

ITEM #	DESCRIPTION	QUANT.	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	1 1/2" CLSD DUCTILE IRON WATER PIPE	1	275 + LF!!	\$23.00 : \$4,325.00 !!	\$48.20 : \$13,520.00 !!	\$13.50 : \$13,520.00 !!	\$13.50 : \$13,520.00 !!	\$72.00 : \$19,800.00 !!
2	2 1/4" X 1/4" STEEL CASING (ASBED)	1	115 + LF!!	\$175.00 : \$20,125.00 !!	\$175.00 : \$115,559.50 !!	\$149.00 : \$149,400.00 !!	\$146.58 : \$146,856.70 !!	\$119.00 : \$117,135.00 !!
3	3 1/2" X 45 DEGREE MJ ELL	1	6 + EA!!	\$275.00 : \$1,650.00 !!	\$249.00 : \$1,474.00 !!	\$255.00 : \$249.00 !!	\$249.00 : \$249.50 !!	\$254.00 : \$2,004.00 !!
4	4 1/2" X 22 1/2 DEGREE MJ ELL	1	1 + EA!!	\$225.00 : \$1,650.00 !!	\$225.00 : \$1,650.00 !!	\$246.00 : \$246.00 !!	\$249.00 : \$249.50 !!	\$222.00 : \$222.00 !!
5	5 1/2" X 11 1/4 DEGREE ELL	1	1 + EA!!	\$200.00 : \$1,650.00 !!	\$200.00 : \$1,650.00 !!	\$249.00 : \$249.50 !!	\$249.00 : \$249.50 !!	\$222.00 : \$222.00 !!
6	6 1/2" MJ GATE VALVE W/BOX	1	1 + EA!!	\$900.00 : \$810.00 !!	\$900.00 : \$810.00 !!	\$756.00 : \$756.00 !!	\$880.00 : \$880.00 !!	\$890.00 : \$890.00 !!
7	7 PERM. BLOW-OFF ASSEM. W/12" MJ PLUG	1	1 + EA!!	\$650.00 : \$585.00 !!	\$650.00 : \$585.00 !!	\$478.00 : \$478.00 !!	\$475.00 : \$475.00 !!	\$584.00 : \$584.00 !!
8	8 1/2" Y B" MJ TEE	1	1 + EA!!	\$350.00 : \$300.00 !!	\$350.00 : \$300.00 !!	\$201.00 : \$201.00 !!	\$385.00 : \$385.00 !!	\$354.00 : \$354.00 !!
9	9 1/2" Y B" MJ TEE	1	1 + EA!!	\$200.00 : \$180.00 !!	\$200.00 : \$180.00 !!	\$146.00 : \$146.00 !!	\$152.30 : \$152.30 !!	\$148.00 : \$148.00 !!
10	10 1/2" X B" REDUCER	1	1 + EA!!	\$100.00 : \$90.00 !!	\$100.00 : \$90.00 !!	\$70.00 : \$70.00 !!	\$40.00 : \$40.00 !!	\$96.00 : \$96.00 !!
11	11 1/2" MJ CAP	1	PER + LF!!	\$250.00 : \$250.00 !!	\$0.00 : \$0.00 !!	\$600.00 : \$600.00 !!	\$174.00 : \$174.00 !!	\$0.00 : \$0.00 !!
12	12 1/8" LIDHEAD RCP CLUTT PIPE							

ITEM	DESCRIPTION	QTY	UNIT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
11.15* - 24" RCP CLASS FIVE							\$40,400.00
14 CONCRETE CUBES							\$260.00
15 CONCRETE PAVING							\$260.00
15.1 STENCIL							\$1,520.00
15.4* STENCIL							\$2,500.00
17.15* CEMENT HAIL							\$72,500.00
18 ASPHALT RESTORATION							\$75,100.00
19.15 ASS RESTORATION							\$93,250.00
20.1 TRAVERSE BLOCKING							\$18,000.00
TOTAL ALTERNATE BID DIVISION I				\$37,464.00	\$1,440,791.25	\$1,449,240.25	



## CONSTRUCTION CONTRACT

Board Order 26-90

Contract 90-03

Work Order 64172

THIS CONTRACT made and entered into in triplicate this 9<sup>th</sup> day of May, 1990, by and between ALL STAR CONSTRUCTION INC., herein called CONTRACTOR, and the CITY OF Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works and Safety, herein called OWNER;

WITNESSETH, that the CONTRACTOR and the OWNER, for the considerations hereinafter named, agree as follows:

### ARTICLE 1: SCOPE OF WORK

CONTRACTOR shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following:

275± LF OF 12" CL50 DUCTILE IRON WATER MAIN ON COLISEUM BLVD.  
FROM THE NORTHWEST CORNER OF COLISEUM BOULEVARD AND STATE  
BOULEVARD EASTERLY TO THE NORTHEAST CORNER OF COLISEUM  
BOULEVARD AND STATE BOULEVARD; ALSO 375± LF OF 6" DUCTILE IRON  
WATER MAIN ON COLISEUM BOULEVARD FROM THE WEST SIDE OF  
GLENHURST NORTH TRIER ROAD.

All according to Fort Wayne Water Utility, Drawing No.Y-10653, and do everything required by this contract and the other documents constituting a part hereof.

### ARTICLE 2: THE CONTRACT SUM

The owner shall pay CONTRACTOR for the performance of the contract, the unit price sum of \$59,238.50 (FIFTY NINE THOUSAND TWO HUNDRED THIRTY EIGHT DOLLARS AND fifty cents). In the event the amount of work is increased or decreased by OWNER, the contract sum shall be increased or decreased according to the unit price schedule set forth in the CONTRACTOR'S Proposal.

### ARTICLE 3: PROGRESS PAYMENTS

The OWNER shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by OWNER upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the CONTRACTOR and approved or revised by the Engineering Department of the OWNER less the

aggregate of previous payments, will be paid by OWNER to the CONTRACTOR.

#### ARTICLE 4: ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the CONTRACTOR that the work is ready for final inspection and acceptance, the Board of Public Works and Safety will direct the Engineering Department of the OWNER to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works and Safety, which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon, the entire balance of the Contract sum shall be due and payable to the CONTRACTOR; provided only that CONTRACTOR shall first furnish OWNER, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

#### ARTICLE 5: WORKMEN'S COMPENSATION ACT

The CONTRACTOR will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for Damages for injury to real or personal property, or for injury sustained by any person growing out of any act or doing of CONTRACTOR, or its agents, employees or workmen or any judgment of any court or award of any Board of Arbitrators or of the Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor(s) in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said CONTRACTOR, shall be conclusive against CONTRACTOR as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that CONTRACTOR indemnify and hold harmless OWNER in the premises.

#### ARTICLE 6: NONDISCRIMINATION OF LABOR

The CONTRACTOR further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978. The successful bidder shall file a Manpower Utilization Report for

this project with the Compliance Office within ten (10) days after completion of construction or upon request of the Office of Compliance.

ARTICLE 7: PREVAILING WAGE SCALE

The CONTRACTOR agrees to pay, and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the Statutes of the State of Indiana, and the Ordinances of the City of Fort Wayne according to the applicable wage scale as included in the bid documents.

ARTICLE 8: COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- a. Advertisement for Bids for Contract number 90-03
- b. Instructions to Bidders for Contract number 90-03
- c. Contractor's Proposal dated 21 March 1990
- d. Fort Wayne Engineering Department Drawing Y-10653
- e. Supplemental Specifications for Contract number 90-03
- f. Workman's Compensation Act, Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.
- g. Non-Discrimination of Labor, General Ordinance No. G-34-78 (as amended).
- h. Prevailing Wage Scale.
- i. Performance and Guaranty Bond.
- j. Labor and Material Payment Bond.
- k. Right-of-Way Cut Permit.
- l. Comprehensive Liability Insurance Coverage.
- m. Form 96.

ARTICLE 9: GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the CONTRACTOR shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of one (1) year following written acceptance of the work by the OWNER.

ARTICLE 10: INDEMNITY

CONTRACTOR shall furnish to OWNER, within ten (10) days of the date hereof, a certificate from an insurer acceptable to OWNER showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to OWNER and in accordance with the

**Statutes of the State of Indiana.**

**ARTICLE 11: ADJUSTMENTS OF DISPUTES**

All questions or controversies which may arise between the CONTRACTOR and the OWNER under the provisions of this Contract shall be subject to the decision of the Director of Board of Public Works and Safety of the OWNER, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works and Safety.

**ARTICLE 12: COMPLETION DATE**

The CONTRACTOR agrees to complete the work specified in the contract within one hundred fifty (150) consecutive calendar days after having been ordered by the OWNER to commence work under this contract.

**ARTICLE 13: COUNCILMANIC APPROVAL**

This Agreement, although executed on behalf of the OWNER by the Mayor and Board of Public Works and Safety of the City of Fort Wayne, Indiana, shall not be binding upon the OWNER unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

**ARTICLE 14:**

This contract is governed by Laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement  
the day and year first above written.

CONTRACTOR: All Star Construction

By: Edward F. Foss  
Edward F. Foss, President

CITY OF FORT WAYNE

By: Paul Helmke  
Paul Helmke, Mayor

BOARD OF PUBLIC WORKS AND SAFETY

By: Charles E. Layton  
Charles E. Layton, Director  
Public Works

By: Michael McAlexander  
Michael McAlexander, Director  
Public Safety

By: Douglas M. Lehman  
Douglas M. Lehman, Director  
Administration and Finance

ATTEST:

Helen V. Gochénour  
Helen V. Gochénour, Clerk

ACKNOWLEDGEMENT

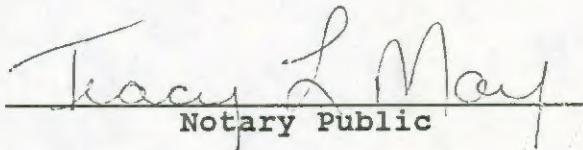
STATE OF INDIANA)

ss:

COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this  
1st day of May, 1990, personally appeared  
the within named Edward F. Foss, who being by me first duly sworn  
upon his oath says that he is the President of All Star  
Construction, and as such duly authorized to execute the foregoing  
instrument and acknowledged the same as the voluntary act and deed  
of All Star Construction, Inc., for the uses and purposes therein  
set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my  
official seal.

  
\_\_\_\_\_  
Tracy L. May  
Notary Public

Tracy L. May

Printed Name of Notary

My Commission Expires:

March 20, 1992

Resident of Whitley County.



Bond No 371 13 97

**PERFORMANCE BOND**

Approved by The American Institute of Architects  
A.I.A. Document No. A-311 (Feb. 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS:

That ALL STAR CONSTRUCTION & EXCAVATING, INC.

(Here insert full name and address or legal title of the Contractor)

as Principal, hereinafter called Contractor, and THE CONTINENTAL INSURANCE COMPANY as Surety,  
(Here insert full name and address or legal title of Surety)  
hereinafter called Surety, are held and firmly bound unto City of Ft. Wayne, Board of Public Works & Safety  
(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, in the amount of Fifty-nine thousand two hundred  
thirty-eight and 50/100 Dollars (\$ 59,238.50-----),  
for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and  
assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated April 20, 1990  
entered into a contract with Owner for Water Contract 90-03 Coliseum Blvd.  
Water Main Crossing

in accordance with drawings and specifications prepared by \_\_\_\_\_

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations  
thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest  
responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract  
between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the  
contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but  
not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term  
"balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any  
amendments thereto, less the amount properly paid by Owner to Contractor.

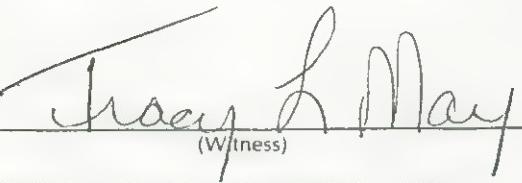
Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors,  
administrators or successors of the Owner.

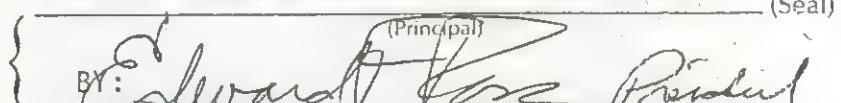
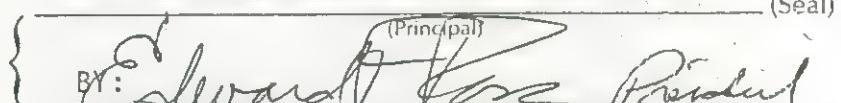
Signed and sealed this 20th

day of April

A.D. 1990

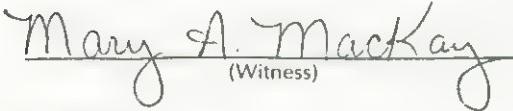
  
(Witness)

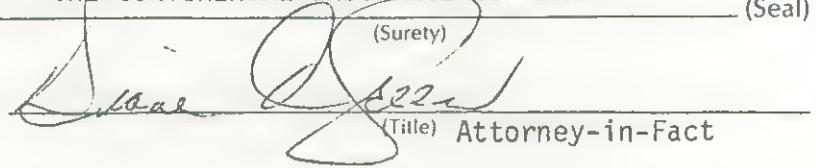
ALL STAR CONSTRUCTION EXCAVATING, INC. (Seal)

{   
(Principal)  
BY:   
(Title)

YASTE, ZENT & RYE AGENCY, INC.

THE CONTINENTAL INSURANCE COMPANY (Seal)

  
(Witness)

  
(Title) Attorney-in-Fact

**LABOR AND MATERIAL PAYMENT BOND**  
 Approved by The American Institute of Architects  
 A.I.A. Document No. A-311 (Feb. 1970 Edition)

Note: This bond is issued simultaneously with another bond in favor of the owner conditioned for the full and faithful performance of the contract  
**KNOW ALL MEN BY THESE PRESENTS:**

That ALL STAR CONSTRUCTION & EXCAVATING, INC.  
 (Here insert full name and address or legal title of the Contractor)

as Principal, hereinafter called Principal, and THE CONTINENTAL INSURANCE COMPANY as Surety,  
 (Here insert full name and address or legal title of Surety)  
 hereinafter called Surety, are held and firmly bound unto City of Ft. Wayne, Board of Public Works & Safety  
 (Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of  
Fifty-nine thousand, two hundred thirty-eight and 50/100----- Dollars (\$ 59,238.50-----),  
 (Here insert a sum equal to at least one-half of the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated April 20, 1990  
 entered into a contract with Owner for Water Contract 90-03 Coliseum Blvd.  
Water Main Crossing

in accordance with drawings and specifications prepared by \_\_\_\_\_

(Here insert full name, title and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed, the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which the legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed or record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 20th day of April 90 A.D. 19

ALL STAR CONSTRUCTION & EXCAVATING, INC. (Seal)

*Tracy L May* { *Edward F. Koss President*  
 (Witness) (Principal)  
 BY: *Edward F. Koss President* (Title)

YASTE, ZENT & RYE AGENCY, INC.

THE CONTINENTAL INSURANCE COMPANY (Seal)

*Mary A. Mackay*  
 (Witness)

*Devin D. Pace*  
 (Title) Attorney-in-Fact (Surety)

# The Continental Insurance Company

180 Maiden Lane, New York, New York 10038

## GENERAL POWER OF ATTORNEY

**Know all men by these Presents,** That THE CONTINENTAL INSURANCE COMPANY has made, constituted and appointed, and by these presents does make, constitute and appoint

Diane T. Green of Fort Wayne, Indiana

its true and lawful attorney, for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings and contracts of suretyship to be given to

All Obligees

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

Five Million (\$5,000,000) Dollars.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 1st day of November, 1977:

"RESOLVED, that the Chairman of the Board, the Vice Chairman of the Board, the President, an Executive Vice President or a Senior Vice President or a Vice President of the Company, be, and that each or any of them is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the Company, bonds, undertakings and all contracts of suretyship; and that an Assistant Vice President, a Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

**In Witness Whereof,** THE CONTINENTAL INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by one of its Vice Presidents and attested by one of its Assistant Vice Presidents this 4th day of June, 1984.

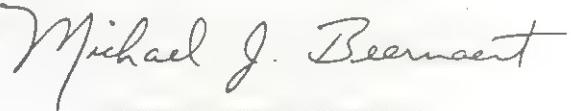
Attest:



T.H. Stephens, Assistant Vice President

THE CONTINENTAL INSURANCE COMPANY

By



Michael J. Beernaert, Vice-President

STATE OF NEW JERSEY }  
COUNTY OF MIDDLESEX } ss.:



On this 4th day of June, 1984, before me personally came Michael J. Beernaert, to me known, who being by me duly sworn, did depose and say that he is a Vice President of THE CONTINENTAL INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Marilyn A. Hockenbury  
A Notary Public of New Jersey  
My Commission Expires June 23, 1988

CERTIFICATE

I, the undersigned, an Assistant Vice President of THE CONTINENTAL INSURANCE COMPANY, a New Hampshire corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at Piscataway, in the State of New Jersey. Dated the 20th day of April , 19 90 .



James M. Keane  
Assistant Vice President

# ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

4/17/90

PRODUCER

Roy Macke  
Tipton Ins Agc  
1715 Cremer Av  
Ft Wayne, In 46818

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## COMPANIES AFFORDING COVERAGE

CODE SUB-CODE

COMPANY LETTER A Frankenmuth Mut

INSURED Allstar Construction & Excavating Inc  
5183 E. State Rd 114  
Roanoke, In 46783

COMPANY LETTER B

COMPANY LETTER C

COMPANY LETTER D

COMPANY LETTER E

## COVERS

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS
<b>GENERAL LIABILITY</b>					
A	X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR. OWNER'S & CONTRACTOR'S PROT.	0722859	12/8/89	12/8/90	GENERAL AGGREGATE \$1,000 PRODUCTS-COMP/OPS AGGREGATE \$1,000 PERSONAL & ADVERTISING INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MEDICAL EXPENSE (Any one person) \$
<b>AUTOMOBILE LIABILITY</b>					
	ANY AUTO				COMBINED SINGLE LIMIT \$500,
	ALL OWNED AUTOS				BODILY INJURY \$ (Per person)
	SCHEDULED AUTOS	Same	same		BODILY INJURY \$ (Per accident)
	X HIRED AUTOS				PROPERTY DAMAGE \$
	NON-OWNED AUTOS				EACH OCCURRENCE \$
	GARAGE LIABILITY				AGGREGATE \$
<b>EXCESS LIABILITY</b>					
OTHER THAN UMBRELLA FORM					
<b>WORKER'S COMPENSATION</b>					
A	AND	same	same		STATUTORY \$ 100 (EACH ACCIDENT)
	EMPLOYERS' LIABILITY				\$ 500 (DISEASE—POLICY LIMIT)
					\$ 100 (DISEASE—EACH EMPLOYEE)
<b>OTHER</b>					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS  
Water Main

CERTIFICATE HOLDER

City of Ft Wayne, Coliseum Blvd Water  
main crossing replacements  
Water contract 90-03

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Roy W Macke

Read the first time in full and on motion by Burns, seconded by Edmonds, and duly adopted, read the second time by title and referred to the Committee on City Quarters (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on 19, the o'clock M., E.S.T.

DATED: 5-22-90

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns, seconded by Gia Quinta, and duly adopted, placed on its passage. PASSED LOSED by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
<u>TOTAL VOTES</u>	<u>7</u>			<u>2</u>
<u>BRADBURY</u>				
<u>BURNS</u>	<u>✓</u>			
<u>EDMONDS</u>	<u>✓</u>			
<u>GiaQUINTA</u>				<u>✓</u>
<u>HENRY</u>	<u>✓</u>			
<u>LONG</u>	<u>✓</u>			
<u>REDD</u>	<u>✓</u>			
<u>SCHMIDT</u>	<u>✓</u>			
<u>TALARICO</u>	<u>✓</u>			

DATED: 6-12-90

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)  
(SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. J-132-90  
on the 12th day of June, 1990.

Sandra E. Kennedy ATTEST  
SANDRA E. KENNEDY, CITY CLERK

SEAL  
Charles S. Reed  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th day of June, 1990, at the hour of 11:45 o'clock A.M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 22nd day of June, 1990, at the hour of 3:00 o'clock P.M., E.S.T.

PAUL HELMKE  
PAUL HELMKE, MAYOR

Admn. Appr.

TITLE OF ORDINANCE: Contract 90-03, Coliseum Water Main

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works & Safety

SYNOPSIS OF ORDINANCE: Contract 90-03, is for 275 + CL50 ductile iron water main on Coliseum Blvd. from the NE corner of Coliseum Blvd. & State Blvd. easterly to the NE corner of Coliseum Blvd. & State Blvd.; Also 375+ LF of 6" Ductile Iron Water Main on Coliseum Blvd. from West side of Glenhurst N. Trier Rd. All Star Construction is the contractor.

S-90-05-42

EFFECT OF PASSAGE: Improvement of water main as listed above.

EFFECT OF NON PASSAGE:

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$59,238.50

ASSIGNED TO COMMITTEE:

BILL NO. S-90-05-42

REPORT OF THE COMMITTEE ON CITY UTILITIES

PAUL M. BURNS, CHAIRMAN  
MARK E. GIAQUINTA, VICE CHAIRMAN  
HENRY, LONG, TALARICO

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (RESOLUTION) approving CONTRACT 90-03  
COLISEUM BLVD. WATER MAIN between ALL STAR CONSTRUCTION &  
EXCAVATING, INC. and the City of Fort Wayne, Indiana, in  
connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION  
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID  
(ORDINANCE) (RESOLUTION)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

*Paul M. Burns*  
*Mark E. Giacinta*  
*Henry Long*  
*Samuel J. Talarico*

DATED: 6-12-90.

Sandra E. Kennedy  
City Clerk